

MEMORANDUM OF  
UNDERSTANDING BETWEEN  
CITY OF PENSACOLA, FLORIDA  
AND  
DOWNTOWN IMPROVEMENT BOARD

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of \_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS, Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS, the Pensacola Downtown Improvement Board Act authorizes the DIB to enter into agreements with other governmental agencies or public bodies; and

WHEREAS, the DIB wishes to develop and implement Community Policing Innovations which for this agreement is defined as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

WHEREAS, the DIB does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the DIB by focusing resources upon Community Policing Innovations in an effort to reduce crime within the DIB District; and the City and the DIB are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the DIB District, benefit the local economy, and be of substantial benefit to the DIB and the City by jointly undertaking community policing innovations within the DIB District;

WHEREAS, the parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the DIB District through Community Policing Innovations; and

WHEREAS, the parties have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Article 1: Purpose**

#### **1.1 Purpose.**

The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU. It is also the purpose of this MOU to define and delineate the responsibilities and obligations of the parties to this MOU, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this MOU.

### **Article 2: Project**

#### **2.1 Description.**

The Project consists of the City providing Community Policing Innovation services within the DIB District, such boundaries defined by Ordinance No. 47-72, adopted by the City Council on September 28, 1972, and in consideration of such services, the DIB Payments to the City.

#### **2.2 Community Policing Innovation Services.**

In order to supplement the current policing services in the downtown area, the Pensacola Police Department ("PPD") shall assign two (2) police officers to the DIB District. These officers will be in addition to the normal policing services provided in the area. Officers will provide an additional 80 hours of policing services in the DIB District per 28 day cycle less any City approved time off. The Police Chief retains the authority to assign the specific work days and times of these officers.

#### **2.2 Project Administration.**

The City, in consultation and cooperation with the DIB, shall be responsible for and shall oversee the administration of the Project.

#### **2.3 DIB Payments.**

The parties mutually acknowledge and agree that for any given fiscal year (October 1<sup>st</sup> through September 31<sup>st</sup>) the DIB will be responsible for up to \$60,000 of aggregate cost for the undertaking of the Project as described in Section 2.1. The City shall provide DIB quarterly invoices in the amount of \$15,000. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City.

### **Article 3: General Provisions**

#### **3.1 Term and Termination.**

(a) This MOU shall remain in place until terminated, but for no longer than three (3) years from its inception.

(b) This MOU may be terminated, for convenience, at any time.

#### **3.2 Headings.**

Headings and subtitles used throughout this MOU are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

#### **3.3 Survival:**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this MOU, shall survive the termination of this MOU.

#### **3.4 Governing Law.**

This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this MOU shall be in the City of Escambia.

#### **3.5 Severability.**

The invalidity or non-enforceability of any portion or provision of this MOU shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this MOU and the balance hereof shall be construed to enforce as if this MOU did not contain such invalid or unenforceable portion of provision.

#### **3.6 Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this MOU.

#### **3.7 No Waiver.**

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this MOU.

#### **3.8 Notices.**

All notices required or made pursuant to this MOU by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**TO THE CITY**

City Administrator  
222 West Main Street  
Pensacola, FL 32502

**TO THE DIB**

Executive Director  
226 South Palafox Street, Suite 106  
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

**3.9 Liability.**

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the respective dates, under each signature.

PENSACOLA DOWNTOWN IMPROVEMENT  
BOARD

CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor, Grover C. Robinson, IV

Attest \_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney